

Historic Latimer Reef Light Station

Offshore in Fishers Island Sound
Suffolk County New York



U.S. General Services Administration

Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY
Historic Latimer Reef Light Station
IFB# 1PZ-10-0013

Bids for the purchase of the Government Real property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at www.auctionrp.com.

Auction Summary

Sale Type: Online Auction

Start Date: Wednesday, June 30, 2010
9:00 a.m., Eastern Daylight Time

End Date: Based on Bidding

Minimum Bid: \$ 10,000.00

Registration Deposit: \$ 10,000.00

Bid Increment: \$ 5,000.00

Inspection for Registered Bidders ONLY:

Date will be announced at least two weeks in advance
online at www.auctionrp.com

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Sales Information

Giselle Rubiera,
giselle.rubiera@gsa.gov
(617) 565-5841

Online Auction Assistance

Tiffany Lanceleve
tiffany.lanceleve@gsa.gov
(617) 565-7299

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal
10 Causeway Street Room 925
Boston, Massachusetts 02222
Attention: Lawanda Maryland

PROPERTY DESCRIPTION

LOCATION AND SETTING

Latimer Reef Light Station (the "Property") is located offshore in Fisher's Island Sound, Suffolk County, New York, one mile northwest of East Point on Fisher's Island. The nearest city is Stonington, Connecticut. (Latitude +41° 18.3", Longitude -71° 56.0")

DESCRIPTION

The Property is a 46-foot, four-story cast iron and brick "sparkplug style" tower with a one-story watch room and decagonal lantern. It was constructed in 1804 and lit in 1884. The exterior is painted white with a reddish brown stripe around the third story. The foundation materials are cast iron and concrete caisson supported by riprap. The Property is listed on the National Register of Historic Places.

Access is by watercraft only. There is a steel ladder and catwalk for access from a boat into the Property.

The Property contains an active, automated light and sound signal operated by the U.S. Department of Homeland Security United States Coast Guard ("USCG"). The light flashes white once every six seconds and the fog signal horn/bell is two strokes every 15 seconds. Access is by watercraft only, the Property is not open to the public.

GSA will provide an inspection for **registered bidders only**, posted at least two weeks in advance on the website www.auctionrp.com. Registered bidders must sign and return the GSA Waiver included at the back of this Invitation for Bids (IFB).

Contact Giselle Rubiera at (617) 565-5841 or giselle.rubiera@gsa.gov with any questions on the inspection or the auction. Please do not contact the U.S. Coast Guard

SUBMERGED LAND

Pursuant to the provisions of the National Historic Lighthouse Preservation Act of 2000 (16.U.S.C. 470w-7), an amendment of the National Historic Preservation Act of 1966, no submerged land will be conveyed in the quitclaim deed for the Property. The accepted bidder should the New York State Office of General Services Land Management Program in Albany for an easement for legal occupancy of the submerged land on which the Property sits before a closing date can be scheduled. Please contact Thomas Pohl at (518) 473-1288 or Thomas.pohl@ogs.state.ny.us.

RESERVATION OF RIGHTS

The quitclaim deed shall contain the following reservations:

The Department of Homeland Security United States Coast Guard ("USCG") is the Federal agency responsible for operating and maintaining any Federal aids to navigation (ATON) or associated equipment. The Federal aids to navigation or associated equipment in operation as of this date or installed at any time shall remain the personal property of the United States and shall continue to be operated and maintained by the United States for as long as needed for navigational purposes at the Property.

The Buyer acknowledges and agrees that it is accepting ownership subject to the rights of the USCG or its successor entity to install, operate and maintain active aids to navigation. In furtherance of its right to continue such function, the United States of America hereby expressly reserves perpetual and assignable the following rights:

- (1) The unrestricted right of the United States to keep, locate, service, maintain, operate, install, repair and replace aids to navigation and any and all associated equipment at the Property.

- (2) The unrestricted right to relocate or add any aids to navigation and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes at the Property or in the service of any regional aids to navigation.
- (3) A right of access to, over and across the Property in favor of the United States for the purpose of servicing, maintaining, locating, operating, repairing and replacing navigational aids and any and all associated equipment at the Property. The United States shall have the right to enter the Property at any time for the purpose of maintaining the navigational aids and performing the other functions contemplated herein. Upon completion of the servicing, maintaining, operating, repairing and replacing of navigational aids and any associated equipment, the Property shall, at the sole cost of the United States or its successor entity, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.
- (4) The right of the United States for the purpose of preserving and maintaining the arc of visibility of the beacon within the Property as follows: nothing will be constructed, maintained or permitted of a height exceeding 40 feet on a plane emanating from the center of the Property 360 degrees.
- (5) The Grantee may not interfere with or allow interference in any manner with any navigational aids or associated equipment in use at the Property without express written permission from the USCG.
- (6) The right of the United States to utilize the fog signal horn at any time and in any manner it deems necessary.

UTILITIES

There are no utilities at the Property. The Government makes no representation of any kind or nature, express or implied, as to the availability of utility services or the access to any such services from the Property described in this Invitation for Bids. It shall be the responsibility of the Purchaser to obtain utility services.

ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for present and proposed future use, shall be the responsibility of the bidder and GSA makes no presentation in regard thereto. GSA does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from the Invitation for Bids or sales agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

GENERAL TERMS OF SALE

DEFINITIONS

INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject property, and is used interchangeably with "you."

HIGH BIDDER

The term "High Bidder" refers to the bidder whose bid is determined by the Government to be the most acceptable bid. The term is used interchangeably with "successful bidder."

BACKUP BIDDER

The term "Backup Bidder" refers to the bidder whose bid is determined by the Government to be the second most acceptable bid.

PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

PROPERTY

The term "Property" refers to the property or properties described on the Property Description of this IFB.

AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the property in whatever condition it presently exists, and that the buyer is accepting the property "with all faults," whether or not immediately apparent.

WHERE-IS

The term "Where-is" means that the Government is selling, and the buyer is buying, the property in whatever location it presently exists.

DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other

Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

INSPECTION

The Inspection for Registered Bidders ONLY will be announced online at www.auctionrp.com

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" with any and all latent and patent defects. The Government does not warrant that the Property has a particular financial value or is fit for a particular purpose. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser takes the Property with the express understanding and stipulation that there are no express or implied warranties

RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon and have all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit received by the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

GOVERNMENT LIABILITY

If a bid for the purchase of the Property is accepted by the Government and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the

Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim and/or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. A bill of sale will be utilized to convey personal property, if necessary. The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company.

EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments and rights, recorded or unrecorded, in favor of third parties and any easements, reservations, rights and covenants reserved by the Grantor herein.

COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period. Before a closing can be scheduled for this Property, the Purchaser should contact the New York State Office of General Services Land Management Program in Albany for an easement for legal occupancy of the submerged land on which the Property sits. Contact thomas.pohl@ogs.ny.us or (518) 473-1288.

On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been deposited into the Government's bank account or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing.

The Government reserves the right to extend the closing date for a reasonable amount of time.

DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government

grants an extension, the Government may require the Purchaser to pay either: (i) a liquidated damages assessment per day; or (ii) interest on the outstanding balance of the purchase price (whichever is higher) if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, State and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
10 Causeway Street
Boston, Massachusetts 02222

OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Wednesday June 30, 2010 at 9:00 a.m. Eastern Daylight Time.

2. TYPE OF SALE

This sale will be an online auction conducted at the GSA's online auction website ("Website") www.auctionrp.com. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date for the soft close (see Paragraph 10) will be announced at www.auctionrp.com, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL-CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. MINIMUM OPENING BID

The minimum opening bid is TEN THOUSAND Dollars (\$10,000). The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a) Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders should register online at www.auctionrp.com. Click on "Create a new account", provide the requested account information and establish a User ID and Password. A previously registered bidder can login using the established User ID and password.

A User Identification ("ID") and Password are used to register online and to place bids. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids at www.auctionrp.com, and for your privacy, your User ID should protect you or your company's identity. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of \$ 10,000 must accompany your Bidder Registration and Bid Form (the "Registration Deposit"). Registration Deposits must be provided in the

form of a cashier's check, certified check or credit card (American Express, Discover, MasterCard or Visa). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

For deposits by credit card, bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To complete the bidder registration process, and if you are prepared to make an initial written bid, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal
10 Causeway Street, Room 925
Boston, Massachusetts 02222 Attn: Lawanda Maryland

If the Registration Deposit is to be provided by credit card, the Registration by Credit Card form, and the Bidder Registration and Bid Form can also be submitted to GSA by fax at (617) 565-5720. Initial bids by fax are also accepted.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

a) Registered bidders may increase their initial written bids, or place an initial bid online by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your User ID and password.

b) Bids received through www.auctionrp.com are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at www.auctionrp.com. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at www.auctionrp.com. New bids are immediately posted at www.auctionrp.com upon receipt. A bid made online will supersede an initial written bid of an equal or lesser amount. An initial written bid may be posted online by GSA if the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

If your bid is not accurately shown on www.auctionrp.com, then you should call GSA at 617-565-5700. Bidders are urged to pay close attention to www.auctionrp.com which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. INCREASING YOUR BID ONLINE

If you learn from www.auctionrp.com that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid at www.auctionrp.com until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least FIVE THOUSAND Dollars (\$5,000.00) more than the previous high bid in order to be considered. **The Government reserves the right to modify the bid increment at any time prior to the close of the auction.** To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com.

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures, etc.
- i) Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call Lawanda Maryland at (617) 565-5700 for assistance.

10. CALL FOR FINAL BIDS (“Soft Close Date”)

The GSA, at its sole discretion, shall identify a date for the initial receipt of final bids (the “Soft Close Date”), which shall be posted under “Auction Details” on www.auctionrp.com (the “Website”). The Soft Close Date shall, in all events, become effective at 9:00 a.m. Eastern Daylight Time on a given date, and shall be identified under “Auction Details” for the particular Property on the Website as the “Closing Date.” All times listed in the paragraphs of this Section are Eastern Daylight Time.

The official time of posting of each bid shall be the time as it appears on the Website under the heading Bid/Time. Because the Soft Close Date is subject to change, as discussed below, it is the responsibility of each Bidder to closely monitor the Website to ascertain the Soft Close Date prior to 9:00 a.m. each day of the auction.

If no bid in excess of the highest bid received prior to 9:00 a.m. on a given Soft Close Date is received between the hours of 9:00 a.m. and 3:00 p.m. on that Soft Close Date, the auction shall close at 3:00 p.m. on that Soft Close Date and GSA shall consider conveying the Property offered to the High Bidder prior to 9:00 a.m. on that Soft Close Date. However, if between 9:00 a.m. and 3:00 p.m. on any Soft Close Date, a bid or bids higher than the highest bid posted prior to 9:00 a.m. on that Soft Close Date is posted, the auction shall remain open, the Soft Close Date shall roll to the next calendar day, and the process shall be repeated until no bid is offered between the hours of 9:00 a.m. and 3:00 p.m. on a given Soft Close Date. In that event, GSA shall close the auction at 3:00 p.m. on that Soft Close Date and consider conveyance of the Property to the High Bidder prior to 9:00 a.m. on that Soft Close Date. GSA reserves the right to modify the minimum bid increment once an initial Soft Close Date has been established.

11. CONTINUING OFFER

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

14. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

Within two business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but will require several weeks to complete. Refunds to a credit card will be processed within three business days.

18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder for the duration of Continuing Offer period described in Paragraph 11 if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, without interest, until the High Bidder completes the transaction. When the Backup Bidder is converted to the successful bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, above if the Backup Bidder is not converted to the successful bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at www.auctionrp.com.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

ASBESTOS CONTAINING MATERIALS

(a) Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

HISTORIC PRESERVATION COVENANTS

The Property is listed on the National Register of Historic Places and must be maintained in accordance with the Secretary of Interior's Standards for Rehabilitation and in consultation with the New York Historic Preservation Office (SHPO).

The Grantee, in accepting the Quitclaim Deed, acknowledges and accepts the following terms, conditions and covenants.

1. Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties* (Technical Preservation Services for Historic Buildings, National Park Service) in order to preserve and enhance the distinctive materials, features and spaces that make the Property eligible for inclusion on the National Register of Historic Places.
2. When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Rehabilitation* (Technical Preservation Services for Historic Buildings, National Park Service). Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the Property are planned.
3. Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property shall be preserved.
4. Plans of proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved by the SHPO for consistency with *The Secretary of the Interior's Standards for Treatment of Historic Properties*.
5. The SHPO shall be permitted at all times with notice to inspect the Property in order to ascertain if the above conditions are being observed.
6. The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any instrument by which it divests itself of interest in the Property or by which it grants any interest in the Property.
7. The failure of the Secretary, the Administrator or the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such rights or remedy at any other time.
8. The Grantee agrees that the SHPO may, at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.
9. The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the submerged lands upon which the Property is situated. All the covenants, conditions, restrictions and obligations described are binding upon the Grantee and its heirs, successors and assigns.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Latimer Reef Light Station
Suffolk County, New York
REGISTRATION DEPOSIT:
\$ _____ .00

BID AMOUNT: \$ _____ .00

USER ID: _____

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

E-mail: _____ @ _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 12, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability company _____
- ☐ A trustee, acting for _____
- ☐ Other _____

Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)
- ☐ By Credit Card: _____ Exp: ____/____ CSC/CVC _____
 - ☐ American Express ☐ Discover
 - ☐ Mastercard ☐ Visa

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within SIXTY (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 1PZ-10-0013 including its Property Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Lease, Historic Preservation Memorandum of Agreement, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at www.auctionrp.com. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to only register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 925
Boston, MA 02222
Attn: Lawanda Maryland

FAX: (617)565-5720 (if deposit by credit card)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Page 12, Paragraph 13, "Bid Executed on Behalf of Bidder" for instructions)

Latimer Reef Light Station
Fishers Island Sound, New York

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then
_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

GSA Site Inspection Waiver
Offshore Latimer Reef Light Station, Suffolk County, NY
Inspection date:

The undersigned acknowledges that safety hazards, unique historic features and sensitive ecological conditions may be present at this site.

The undersigned waives all rights or claims of any kind against the Federal government under state or Federal law for personal or property damages that may be incurred while inspecting the light station. The undersigned agrees to hold the Federal government harmless for any claims or damages.

Please ensure you are dressed appropriately and safely for boating, disembarking/embarking and climbing over rocks. You need to be in good physical condition to climb from the boat to a ladder for access to the light station. Flashlights, hats and gloves are useful.

Name: _____
Organization: _____
Mailing Address: _____
City/State/Zip: _____
Phone: () _____ Fax: () _____
E-mail: _____
Signature: _____ Date: _____
Title: _____

Fax (or scan) in advance to: Giselle Rubiera GSA Boston at (617) 565-5720.

Any questions, contact giselle.rubiera@gsa.gov or (617) 565-5841.